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Attorneys for Plaintiffs
L.C., I.H., A.L., and Antonia Salas Ubaldo

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

L.C., a minor by and through her guardian *ad litem* Maria Cadena, individually and as successor-in-interest to Hector Puga; I.H., a minor by and through his guardian *ad litem* Jasmine Hernandez, individually and as successor-in-interest to Hector Puga; A.L., a minor by and through her guardian *ad litem* Lydia Lopez, individually and as successor-in-interest to Hector Puga; and ANTONIA SALAS UBALDO, individually;

Plaintiffs,
vs.

STATE OF CALIFORNIA; COUNTY OF SAN BERNARDINO; S.S.C., a nominal defendant; ISAIAH KEE; MICHAEL BLACKWOOD; BERNARDO RUBALCAVA; ROBERT VACCARI; JAKE ADAMS; and DOES 6-10, inclusive.

Defendants

Case No. 5:22-cv-00949-KK-SHK

Honorable Kenly Kiya Kato

**AMENDED EX PARTE
APPLICATION FOR APPROVAL
OF COMPROMISE OF THE
MINOR PLAINTIFFS AND
NOMINAL DEFENDANT'S
CLAIMS**

[Declaration of Hang D. Le and Exhibits thereto; Declaration of Maria Cadena; Declaration of Jasmine Hernandez; Declaration of Lidia Lopez; Declaration of Linda Rangel; and Proposed Order *filed concurrently*]

1 **TO THIS HONORABLE COURT AND ALL PARTIES AND THEIR**
2 **COUNSEL OF RECORD:**

3 PLEASE TAKE NOTICE that Plaintiffs L.C., by and through her guardian ad
4 litem Maria Cadena, I.H., by and through his guardian ad litem Jasmine Hernandez,
5 and A.L., by and through her guardian ad litem Lidia Lopez, individually and as
6 successors in interest to Hector Puga, deceased, (“Minor Plaintiffs”) and Nominal
7 Defendant S.S.C, by and through her guardian Linda Rangel, hereby move by way
8 of this Amended *Ex Parte* Application to Compromise of the Minor Plaintiffs and
9 Nominal Defendants’ Claims for an order approving the settlement of Plaintiffs
10 L.C., I.H., and A.L., and Nominal Defendant S.S.C.’s claims and distribution of
11 their settlement funds.

12 Minor Plaintiffs and Nominal Defendant make this application pursuant to
13 Central District Local Rule 7-19. The grounds for this application are set forth in the
14 Memorandum of Points and Authorities, which follows below, and the Declaration
15 of Hang D. Le, which is submitted concurrently herewith. Prior to filing this *ex*
16 *parte* application, Plaintiffs’ counsel contacted Defendants State of California,
17 Isaiah Kee, Bernardo Rubalcava, and Michael Blackwood’s (“State Defendants”)
18 counsel, and County of San Bernardino, Robert Vaccari and Jake Adams’s (“County
19 Defendants”) (altogether “Defendants”) counsel in compliance with Local Rule 19
20 through 7-19.1. Declaration of Hang D. Le in Support of Amended *Ex Parte*
21 Application for Approval of the Compromise of the Minor Plaintiffs and Nominal
22 Defendant’s Claims (“Le Decl.”) ¶ 4. State Defendants’ counsel is:

23 Rob Bonta
24 Attorney General of California
25 Norman D. Morrison
26 Supervising Deputy Attorney General
27 Diana Esquivel
Deputy Attorney General
1300 I Street, Suite 125
P.O. Box 944255
Sacramento, CA 94244-2550

1 Telephone: (916) 210-7320
2 Facsimile: (916) 322-8288
3 Diana.Esquivel@doj.ca.gov

4 Le Decl. ¶ 2.

5 County Defendants' counsel is:

6 Shannon L. Gustafson (SBN 228856)
7 sgustafson@lynberg.com
8 Amy R. Margolies (SBN 283471)
9 amargolies@lynberg.com
10 LYNBERG & WATKINS
11 A Professional Corporation
12 1100 W. Town & Country Road, Suite #1450
13 Orange, California 92868
14 (714) 937-1010 Telephone
15 (714) 937-1003 Facsimile

16 Le Decl. ¶ 3. County Defendants previously filed a Notice of Non-Opposition to
17 Plaintiffs' and Nominal Defendant's Ex Parte Application seeking approval of the
18 compromise of their claims. Le Decl. ¶ 4. (*See* Dkt. No. 200). State Defendants do
19 not oppose this Amended Ex Parte Application for Approval of the Compromise of
20 the Minor Plaintiffs and Nominal Defendants' Claims. *Id.*

21 Plaintiffs and Nominal Defendant initially sought approval of Minor Plaintiffs
22 and Nominal Defendant's compromises on an *ex parte* basis because Minor
23 Plaintiffs and Nominal Defendant's respective guardians, after consulting with an
24 annuity broker, have chosen annuities for which the interest rate may expire if their
25 petition was heard as a regularly-noticed motion and filing an application for
26 approval of Minor Plaintiffs and Nominal Defendant's claims as a regularly-noticed
27 motion could have caused a decrease in payment benefits to Minor Plaintiffs and
Nominal Defendant. Le Decl. ¶ 5. State Defendants have represented that they may
not be able to fund Minor Plaintiffs and Nominal Defendants' selected annuities in
time before the rates expire and thus, the parties have now agreed to include "slide
language" into the amended Proposed Order and attachments to reflect the possible
delay and to avoid having to burden the Court with additional requests for approval

1 should a delay occur and new annuity selections need to be made. *Id.* Additionally,
2 the attorneys for State Defendants and Plaintiffs and Nominal Defendants have
3 reached an agreement on the Qualified Assignment and Release such that State
4 Defendants do not object to this Amended Application. *Id.* Plaintiffs are filing this
5 *amended ex parte* and respectfully requests that this Court still consider Plaintiffs'
6 application for approval of the compromise of Minor Plaintiffs and Nominal
7 Defendant's claims on an *ex parte* basis in order to give State Defendants ample
8 time to process all paperwork necessary to try fund the currently selected annuities
9 before the rates expire. *Id.*

10

11 Respectfully Submitted,

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14 DATED: August 11, 2025

LAW OFFICES OF DALE K. GALIPO

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By /s/ Hang D. Le

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Dale K. Galipo

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Hang D. Le

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Attorneys for Plaintiffs and Nominal
Defendant

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

10 The instant claims of Minor Plaintiffs and Nominal Defendant arose out of
11 the officer-involved shooting death of their father, Hector Puga (“Decedent”) during
12 an incident involving California Highway Patrol Officers Isaiah Kee, Bernardo
13 Rubalcava, and Michael Blackwood, and County of San Bernardino Sheriff’s
14 Deputies Robert Vaccari and Jake Adams. Minor Plaintiffs and Nominal Defendant
15 are Decedent’s only biological children and his successors in interest. In addition to
16 Minor Plaintiffs and Nominal Defendant, Decedent’s mother Antonia Salas Ubaldo
17 is also a plaintiff in this action.

18 Plaintiffs and County Defendants agreed to settle this case during a mediation
19 held on April 1, 2025. The settlement was approved by the County Board on April

¹ Federal Rule of Civil Procedure 17(c)(1) enumerates specific persons who may sue or defend on behalf of a minor, including a “general guardian,” *i.e.*, a minor’s custodial parent. *See J.F. v. San Diego Cnty. Unified Sch. Dist.*, No. 19-CV-2495-CAB-LL, 2020 WL 30435, at *1 (S.D. Cal. Jan. 2, 2020); *Doe ex rel. Sisco v. Weed Union Elementary Sch. Dist.*, No. 2:13-CV-01145-GEB, 2013 WL 2666024, at *1 (E.D. Cal. June 12, 2013). A guardian ad litem is appointed under Rule 17(c)(2) if a minor is not represented by one of the persons listed in 17(c)(1) or if the court finds that a conflict of interest exists between the parent and minor. *See Fed. R. Civ. P.* 17(c)(2); *T.H. v. O’Malley*, No. 24-CV-358 JLS (DDL), 2024 WL 1511964, at *1 (S.D. Cal. Mar. 21, 2024). Linda Rangel is S.S.C.’s mother and “general guardian,” does not have any adverse interest to S.S.C. in this action, and therefore may represent S.S.C. on her behalf. *See* Rangel Decl. ¶¶ 6-7.

1 29, 2025. The settlement agreement between County Defendants and Plaintiffs
2 obligates County Defendants to pay Plaintiffs \$250,000. Le Decl. ¶ 6.

3 Plaintiffs and Nominal Defendant have agreed to split the settlement sum
4 from County Defendants as follows:

5 \$50,000 to Plaintiff L.C. and her attorneys
6 \$50,000 to Plaintiff I.H. and his attorneys
7 \$50,000 to Plaintiff A.L. and her attorneys,
8 \$50,000 to Plaintiff Antonia Salas Ubaldo and her attorneys
9 \$50,000 to Nominal Defendant S.S.C. and her attorneys.

10 Le Decl. ¶ 6.

11 On May 5, 2025, the Court issued an Order Granting in Part and Denying in
12 Part State Defendants' Motion for Summary Judgment. Specifically, the Court
13 granted summary judgment on Plaintiffs' Fourteenth Amendment claim, which was
14 being brought by all Plaintiffs. Because the Fourth Amendment claim was brought
15 only by the Minor Plaintiffs and because Plaintiffs had conceded that Plaintiff
16 Antonia Salas Ubaldo could not maintain state law claims against Defendants
17 because she was not Decedent's successor in interest nor was she dependent on
18 Decedent for financial support, Plaintiff Ubaldo was effectively dismissed from the
19 case by the loss of the Fourteenth Amendment claim.

20 On May 22, 2025, State Defendants and the Minor Plaintiffs reached a settlement
21 agreement. The settlement agreement obligates State Defendants to pay Minor
22 Plaintiffs \$340,000. Le Decl. ¶ 7. Minor Plaintiffs and Nominal Defendants have
23 agreed to split the settlement sum from State Defendants as follows:

24 \$85,000 to Plaintiff L.C. and her attorneys,
25 \$85,000 to Plaintiff I.H. and his attorneys,
26 \$85,000 to Plaintiff A.L. and her attorneys,
27 \$85,000 to Nominal Defendant S.S.C and her attorneys.

1 Le Decl. ¶ 7.

2 **II. DISCUSSION**

3 District courts have a special duty, derived from Federal Rule of Civil
4 Procedure 17(c), to safeguard the interests of litigants who are minors. In the context
5 of proposed settlements in suits involving minors, this special duty requires a district
6 “court [to] conduct its own inquiry to determine whether the settlement serves the
7 best interests of the minor.” *Dacanay v. Mendoza*, 573 F.2d 1075, 1080 (9th Cir.
8 1978); *see also Salmeron v. United States*, 724 F.2d 1357, 1363 (9th Cir. 1983)
9 (holding that “a court must independently investigate and evaluate any compromise
10 or settlement of a minor’s claims to assure itself that the minor’s interests are
11 protected, even if the settlement has been recommended or negotiated by the
12 minor’s parent or guardian ad litem.”).

13 Although the district court has a special duty to safeguard the interests
14 of minor plaintiffs, that duty requires only that the district court
15 determine whether the net amount distributed to each minor plaintiff
16 in the proposed settlement is fair and reasonable, without regard to the
17 proportion of the total settlement value designated for adult co-
18 Plaintiffs and contracted by them with Plaintiffs’ counsel. If the net
19 recovery of each minor plaintiff under the proposed settlement is fair
and reasonable, the district court should approve the settlement as
proposed.

20 *Robidoux v. Rosengren*, 638 F.3d 1177, 1179 (9th Cir. 2011).

21 California Code of Civil Procedure Section 372 and California Rules of
22 Court, rule 3.1384 refer to the requirement of court approval and incorporate other
23 rules requiring disclosure of various pertinent facts. California Rule of Court, rule
24 3.1384 provides that “[a] petition for court approval of a compromise or covenant
25 not to sue under Code of Civil Procedure Section 372 must comply with rules 7.950,
26 7.951, and 7.952.” Pursuant to the above California rules, Minor Plaintiffs, Nominal
27 Defendant and their attorneys make the following disclosures:

Disclosures pursuant to California Rule of Court 7.950:

2 1. The Petitioners are Maria Cadena, guardian ad litem for Minor Plaintiff
3 L.C., Jasmine Hernandez, guardian ad litem for Minor Plaintiff I.H., Lidia Lopez,
4 guardian ad litem for Minor Plaintiff A.L., and Linda Rangel, guardian for Nominal
5 Defendant S.S.C. Petitioner Maria Cadena is the natural mother and legal guardian
6 of L.C. Petitioner Jasmine Hernandez is the natural mother and legal guardian of
7 I.H. Petitioner Lidia Lopez is the natural mother and legal guardian of A.L.
8 Petitioner Linda Rangel is the natural mother and legal guardian of S.S.C.

9 2. Plaintiffs L.C., I.H., A.L., Antonia Salas Ubaldo, and Nominal
10 Defendant S.S.C. are represented by the Law Offices of Dale K. Galipo.

11 3. Plaintiff L.C. is a minor child and the biological daughter of Decedent
12 in this case, Hector Puga. The Minor Plaintiff L.C. is female. She was born in 2013.

13 4. Plaintiff I.H. is a minor child and the biological son of Decedent in this
14 case, Hector Puga. The Minor Plaintiff I.H. is male. He was born in 2019.

15 5. Plaintiff A.L. is a minor child and the biological daughter of Decedent
16 in this case, Hector Puga. The Minor Plaintiff A.L. is female. She was born in 2021.

17 6. Nominal Defendant S.S.C. is a minor child and the biological daughter
18 of Decedent in this case, Hector Puga. The Nominal Defendant S.S.C. is female. She
19 was born in 2019.

20 7. The nature of Minor Plaintiffs and Nominal Defendant's claims in this
21 lawsuit are set forth in the operative complaint filed in this action. Pursuant to the
22 settlement agreements, Minor Plaintiffs and Nominal Defendant's claims will be
23 compromised without a trial on the merits of the claims. Le Decl. ¶ 8.

24 8. Minor Plaintiffs and Nominal Defendant's damages in this case arise
25 from: (1) the injuries suffered by Decedent, for which Minor Plaintiffs and Nominal
26 Defendant can recover damages as the successors in interest; and (2) Minor
27 Plaintiffs and Nominal Defendant's individual loss of Decedent's comfort, care,

1 companionship, training, support, and guidance. Le Decl. ¶ 9.

2 9. Medical treatment and medical billing are not relevant. Minor Plaintiffs
3 and Nominal Defendant have not received medical treatment in connection with this
4 case.

5 10. The total amount of the settlement that County Defendants agree to pay
6 is \$250,000. As set forth above, Plaintiffs and Nominal Defendant propose the
7 following gross division: \$50,000 to Plaintiff L.C. and her attorneys; \$50,000 to
8 Plaintiff I.H. and his attorneys; \$50,000 to Plaintiff A.L. and her attorneys; \$50,000
9 to Plaintiff Antonia Salas Ubaldo and her attorneys; and \$50,000 to Nominal
10 Defendant S.S.C. and her attorneys. Le Decl. ¶ 6.

11 11. The total amount of the settlement that State Defendants agree to pay is
12 \$340,000. As set forth above, Minor Plaintiffs and Nominal Defendant propose the
13 following gross division: \$85,000 to Plaintiff L.C. and her attorneys; \$85,000 to
14 Plaintiff I.H. and his attorneys; \$85,000 to Plaintiff A.L. and her attorneys; and
15 \$85,000 to Nominal Defendant S.S.C. and her attorneys. Le Decl. ¶ 7.

16 12. The total gross settlement amount the Minor Plaintiffs and Nominal
17 Defendant will be getting from County Defendants and State Defendants combined
18 is as follows: \$135,000 to Plaintiff L.C. and her attorneys; \$135,000 to Plaintiff I.H.
19 and his attorneys; \$135,000 to Plaintiff A.L. and her attorneys; and \$135,000 to
20 Nominal Defendant S.S.C. and her attorneys. Le Decl. ¶ 8.

21 13. Plaintiffs' and Nominal Defendant's attorneys—the Law Offices of
22 Dale K. Galipo—are requesting attorneys' fees in the amount of forty (40) percent
23 of the \$135,000 in gross settlement proceeds allocated to Plaintiff L.C., which is
24 \$54,000; forty (40) percent of the \$135,000 in gross settlement proceeds allocated to
25 Plaintiff I.H., which is \$54,000; forty (40) percent of the \$135,000 in gross
26 settlement proceeds allocated to Plaintiff A.L., which is \$54,000; and forty (40)
27 percent of the \$135,000 in gross settlement proceeds allocated to Nominal

1 Defendant S.S.C., which is \$54,000. The contingency retainer agreement between
2 Minor Plaintiffs' respective guardian ad litem and Nominal Defendant's guardian
3 and Plaintiffs' attorneys provide for a forty (40) percent contingency fee. Le Decl. ¶
4 11.

5 Plaintiffs' and Nominal Defendant's attorneys are also requesting
6 reimbursement of advanced litigation costs in the total amount of \$21,027.80. The
7 costs will be split among the Plaintiffs and Nominal Defendant on a *pro rata* basis
8 with their gross settlement allocation, such that Plaintiffs' and Nominal Defendant's
9 attorneys are requesting \$4,836.39 in costs from the gross settlement proceeds
10 allocated to Minor Plaintiff L.C., \$4,836.39 in costs from the gross settlement
11 proceeds allocated to Minor Plaintiff I.H., \$4,836.39 in costs from the gross
12 settlement proceeds allocated to Minor Plaintiff A.L., and \$4,836.39 in costs from
13 the gross settlement proceeds allocated to Nominal Defendant S.S.C. Thus, the total
14 amount Plaintiffs' and Nominal Defendant's attorneys seek in reimbursement for
15 advanced litigation costs from Minor Plaintiffs and Nominal Defendant is
16 \$19,342.56. Le Decl. ¶ 12.

17 These are the amounts that the Law Offices of Dale K. Galipo would be due
18 under the existing contingency fee retainer agreements. This case involved a
19 substantial amount of risk. If Plaintiffs and Nominal Defendant had prevailed at
20 trial, statutory attorneys' fees due to Plaintiffs' and Nominal Defendant's attorneys
21 under the retainer agreements could have exceeded \$1 million. If the Law Offices of
22 Dale K. Galipo is not awarded a fully compensatory fee in such cases, it would not
23 be able to take them. In turn, minor litigants such as Minor Plaintiffs and Nominal
24 Defendant would not be able to attract competent counsel who could achieve similar
25 results. Accordingly, Plaintiffs' and Nominal Defendant's attorneys request
26 reimbursement the full amount of their attorneys' fees and costs. Le Decl. ¶ 13.

27 14. The share of these gross settlement proceeds apportioned for Minor

1 Plaintiff L.C. and her attorneys is \$135,000. After deducting requested attorneys' fees of \$54,000 and advanced costs in the amount of \$4,836.39, the total net settlement proceeds to Minor Plaintiff L.C. is \$76,163.61. The share of the gross settlement proceeds apportioned for Minor Plaintiff I.H. and his attorneys is \$135,000. After deducting requested attorneys' fees of \$54,000 and advanced costs in the amount of \$4,836.39, the total net settlement proceeds to Minor Plaintiff I.H. is \$76,163.61. The share of the gross settlement proceeds apportioned for Minor Plaintiff A.L. and her attorneys is \$135,000. After deducting requested attorneys' fees of \$54,000 and advanced costs in the amount of \$4,836.39, the total net settlement proceeds to Minor Plaintiff A.L. is \$76,163.61. The share of the gross settlement proceeds apportioned for Nominal Defendant S.S.C. and her attorneys is \$135,000. After deducting requested attorneys' fees of \$54,000 and advanced costs in the amount of \$4,836.39, the total net settlement proceeds to Nominal Defendant S.S.C. is \$76,163.61. Le Decl. ¶ 14.

15. It is requested that \$76,163.61 be used to fund a structured settlement annuity for Minor Plaintiff L.C. As part of the structured settlement, Petitioner Maria Cadena requests a lump sum payment on February 1, 2026. This payment would be used solely for L.C.'s care and benefit, including for the following purposes: assisting in the purchase of clothes and school supplies, assisting in school-related costs, and assisting in costs of extracurricular activities. . Le Decl. ¶

21 15. Attached as "**Exhibit A**" to the Declaration of Hang D. Le is the proposed structured annuity for Minor Plaintiff L.C., which is incorporated herein by reference. The proposed annuity and disbursement schedule set forth in "Exhibit A" provides for a lump sum payment of \$7,000 on February 1, 2026 to L.C.'s guardian ad litem and legal guardian Maria Cadena. The total amount Plaintiff L.C. will receive after final payment is made directly to her is \$122,467.77. Le Decl. ¶ 15.

27 16. It is requested that \$76,163.61 be used to fund a structured settlement

1 annuity for Minor Plaintiff I.H. As part of the structured settlement, Petitioner
2 Jasmine Hernandez requests a lump sum payment on February 1, 2026. This
3 payment would be used solely for I.H.'s care and benefit, including for the
4 following purposes: assisting in the purchase of clothes and school supplies,
5 assisting in school-related costs, and assisting in costs of childcare. Le Decl. ¶ 16.
6 Attached as "**Exhibit B**" to the Declaration of Hang D. Le is the proposed structured
7 annuity for Minor Plaintiff I.H., which is incorporated herein by reference. The
8 proposed annuity and disbursement schedule set forth in "Exhibit B" provides for a
9 lump sum payment of \$8,500 on February 1, 2026 to I.H.'s guardian ad litem and
10 legal guardian Jasmine Hernandez. The total amount Plaintiff I.H. will receive after
11 final payment is made directly to him is \$168,381.74. Le Decl. ¶ 16.

12 17. It is requested that \$76,163.61 be used to fund a structured settlement
13 annuity for Minor Plaintiff A.L. As part of the structured settlement, Petitioner Lidia
14 Lopez requests a lump sum payment on February 1, 2026. This payment would be
15 used solely for A.L.'s care and benefit, including for the following purposes:
16 assisting in the purchase of clothes and school supplies, assisting in school-related
17 costs, and assisting in costs of childcare. Le Decl. ¶ 17. Attached as "**Exhibit C**" to
18 the Declaration of Hang D. Le is the proposed structured annuity for Minor Plaintiff
19 A.L., which is incorporated herein by reference. The proposed annuity and
20 disbursement schedule set forth in "Exhibit C" provides for a lump sum payment of
21 \$10,000 on February 1, 2026 to A.L.'s guardian ad litem and legal guardian Lidia
22 Lopez. The total amount Plaintiff A.L. will receive after final payment is made
23 directly to her is \$178,677.81. Le Decl. ¶ 17.

24 18. It is requested that \$76,163.61 be used to fund a structured settlement
25 annuity for Nominal Defendant S.S.C. Le Decl. ¶ 18. Attached as "**Exhibit D**" to
26 the Declaration of Hang D. Le is the proposed structured annuity for Nominal
27 Defendant S.S.C., which is incorporated herein by reference. The total amount

1 Plaintiff L.C. will receive after final payment is made directly to her is \$185,296.74.
2 Le Decl. ¶ 18.

3 19. The moving guardians *ad litem*, Maria Cadena, Jasmine Hernandez,
4 and Lidia Lopez, have no claims against Defendants in connection with the subject
5 incident. The moving guardian, Linda Rangel, has no claims against Defendants in
6 connection with the subject incident.

7 20. The moving guardians *ad litem* and guardian also do not have any
8 claims against the Minor Plaintiffs or Nominal Defendant in connection with the
9 subject incident.

10 21. California Welfare and Institutions Code Section 14124.73 does not
11 apply.

12 22. This motion does not seek an order for payment of money to a special
13 needs trust. Le Decl. ¶ 19.

14 **Disclosures pursuant to California Rule of Court 7.951:**

15 1. This application was prepared by attorney Hang D. Le (California State
16 Bar Number 293450), of the Law Offices of Dale K. Galipo, located at 21800
17 Burbank Boulevard, Suite 310, Woodland Hills, California, which represents all
18 Plaintiffs and Nominal Defendant. Le Decl. ¶ 20.

19 2. The Law Offices of Dale K. Galipo did not become concerned with this
20 matter at the instance of any party against whom the claim of said minors are
21 asserted. Le Decl. ¶ 21.

22 3. The Law Offices of Dale K. Galipo represent Plaintiffs L.C., I.H., A.L.,
23 and Antonia Salas Ubaldo and Nominal Defendant S.S.C. in this matter but are not
24 employed by any other party or any insurance carrier involved in the matter. Le
25 Decl. ¶ 22.

26 4. The Law Offices of Dale K. Galipo have not to date received any
27 compensation for their services in connection herewith from any person. Le Decl. ¶

1 23.

2 5. In addition to receiving compensation from Minor Plaintiffs and
3 Nominal Defendant's share of the settlement, Plaintiffs' and Nominal Defendant's
4 attorneys expect to receive compensation for their services in connection herewith
5 from the gross settlement proceeds allocated to the remaining adult plaintiff as
6 follows: Plaintiffs' and Nominal Defendant's attorneys will receive \$20,000 in
7 attorneys' fees and \$1,682.24 in reimbursement of advanced litigation costs from
8 Antonia Salas Ubaldo's portion of the settlement. Le Decl. ¶ 24.

9 6. The Law Offices of Dale K. Galipo accepted this engagement for a
10 contingency fee, plus reimbursement for any costs advanced. The retainer agreement
11 provides for a 40 percent attorney fee recovery if any recovery is made after
12 commencement of a lawsuit. Le Decl. ¶ 25.

13 **Petitioner's endorsement:**

14 Petitioner Maria Cadena, Jasmine Hernandez, Lidia Lopez, and Linda Rangel
15 have made a careful and diligent inquiry and investigation to ascertain the facts
16 relating to the incident giving rise to the minors; claims, the parties responsible for
17 the incident, and the nature, extent and seriousness of the minors' claims. Petitioners
18 further understand that if the compromise proposed in this *ex parte* application is
19 approved by the Court and is consummated, the minor children will be forever
20 barred from seeking any further recovery of compensation even though the minors'
21 injuries and losses might in the future appear to be more serious than they are now
22 thought to be. Petitioners recommend the compromise settlement and the proposed
23 distribution to the minors to the Court as being fair, reasonable, and in the best
24 interest of the minors, and requests that the Court approve this compromise
25 settlement and make such other and further orders as may be just and reasonable.
26 Petitioners requests that the Court enter the proposals attached to the Declaration of
27 Hang D. Le as "**Exhibit A**", "**Exhibit B**", "**Exhibit C**," and "**Exhibit D**."

1 Specifically, Petitioners request that the Court enter the Proposed Order filed
2 concurrently herewith.

3 **III. CONCLUSION**

4 For the foregoing reasons, Minor Plaintiffs and Nominal Defendant
5 respectfully request that the Court enter the proposed order submitted.

6
7 Respectfully Submitted,

8 DATED: August 11, 2025

LAW OFFICES OF DALE K. GALIPO

10 By /s/ Hang D. Le

11 Dale K. Galipo
12 Hang D. Le
Attorneys for Plaintiffs

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Certificate of Compliance

The undersigned, counsel of record for Plaintiffs L.C., I.H., A.L., and Antonia Salas Ubaldo, and Nominal Defendant S.S.C. certifies that this memorandum contains 3,177 words, which complies with the 7,000 word limit of L.R. 11-6.1.

DATED: August 11, 2025

LAW OFFICES OF DALE K. GALIPO

By */s/ Hang D. Le*
Dale K. Galipo
Hang D. Le
Attorneys for Plaintiffs